

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LINDA RALSTON, et.al. : CIVIL ACTION  
 :  
 v. :  
 :  
 STEVEN ZATS, et. al. : No. 94-3723

MEMORANDUM AND ORDER

Norma L. Shapiro, S.J.

November 7, 2000

**Background**

Representative plaintiffs filed this class action in June, 1995. They allege that the defendants engaged in numerous deceptive acts and practices while attempting to collect debts owed by plaintiffs to third parties, in violation of the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. §§ 1692, et. seq.; the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("PUTPCPL"), 73 P.S. §§ 2202-1, et seq.; the Pennsylvania Debt collection Trade Practices Regulations, 37 Pa. Code §§ 303.1 et. seq. as enforced through the PUTPCPL; the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961 et. seq. ; the Civil Rights Act, 42 U.S.C. § 1983; and constituting common law fraud.

Plaintiffs claim that defendants falsely induced some plaintiffs to sign Payment Agreements containing confession of judgment clauses. Confessed judgments against those plaintiffs were then executed without notice or hearing. Plaintiffs assert

that defendants made telephone calls to some plaintiffs under the pretense of performing a marketing survey of banking practices in order to use the data obtained about the plaintiffs' accounts in their debt collection activities. Finally, the plaintiffs allege that defendants unlawfully added extra charges to the amount of some plaintiffs' debts and sought to collect those amounts.

The named plaintiffs initially sought class certification on behalf of all persons similarly situated in August, 1994. The action proceeded with discovery, but was stayed pending the outcome of criminal charges against Steven B. Zats and Jodi A. Zats. An amended motion for class certification was filed in July, 1998, and the parties reached a tentative settlement in January, 1999.

In July, 2000, the court entered an Implementing Order (1) tentatively approving a class for settlement; (2) directing individual notice to all known class members and summary notice by publication in three local newspapers; (3) establishing an opt-out procedure for class members; and (4) scheduling a hearing to determine whether the proposed settlement terms were fair and reasonable and the amount of attorneys' fees to be awarded to class counsel. In that Order, the class was defined to include three subclasses:

(A) The Confessed Judgment Class: Any individual who was induced by defendants to sign form payment agreements relating to debts allegedly owed to third

parties arising from transactions primarily for personal, family or household purposes and who had confessed judgments entered against them in Pennsylvania courts on the basis of certifications made by defendants to those courts;

(B) The S&L Class: Any individual who received telephone calls from defendants Steven B. Zats, Jodi Zats or S&L Marketing Research Company, or their agents or employees, during which the class member was informed that S&L was conducting a survey of banking practices; and

(C) The Additional Charges Class: Any individual to whose debt arising from a transaction primarily for personal, family or household purposes and allegedly owed a third party, the defendants added and sought to collect any charges not authorized by the individual or otherwise permitted by law.

A hearing was held in accordance with Federal Rule of Civil Procedure 23(e) on October 24, 2000. No class member appeared to object to either the proposed settlement or the counsel fees. Upon full consideration of the written submissions and oral argument in support of the settlement, the court will certify the class defined in the Implementing Order, approve the settlement as fair, reasonable and adequate, and grant class counsel's fee petition.

#### **Settlement Agreement**

The Settlement Agreement provides for a fund of \$102,500. Payments toward the fund will be deposited into an escrow account established by the Claims Administrator, currently Pepper Hamilton, LLP. Jodi Zats has already paid \$2,500 to class counsel to reimburse the costs of notice to

class members. If any portion of the \$2,500 remains after reimbursement of the costs of notice, those funds will be deposited into the Settlement Fund.

Defendant Steven Zats will pay \$100,000 to the Settlement Fund on an agreed upon schedule. He was to have paid \$1,500 on or before September 30, 2000, but failed to do so. An extension has been arranged between the parties.

The schedule provides for Steven Zats to pay a certain amount each year after he is released from federal custody. In the event Steven Zats misses a schedule deadline, he must provide class counsel with evidence of his gross income and information about his employer and his financial accounts. If the information provided suggests that he is able to pay, the Agreement entitles class counsel to garnish his wages or attach his assets.

Members of the class must apply to receive a payment from the Settlement Fund. For members of the class to whom individual notice was sent, the relevant Claim Form was attached to the individual notice. Those class members who received only Summary Notice may obtain an appropriate Claim Form either by submitting the Request for Information in the published notice or by contacting the Claims Administrator. Any claimant seeking compensation for actual damages sustained as a result of defendants' alleged violation(s) is

required to present proof of such losses.

All Claim Forms must be submitted by the date specified in the notice, although the Claims Administrator may accept Claim Forms until 60 days prior to distribution of the Settlement Fund. A Claim Form is deemed submitted on the postmark date.

The Claims Administrator will review each Claim Form and determine whether or not to allow the claim. Before denying a claim, the Administrator will contact the claimant in attempt to remedy deficiencies. Claimants will be notified in writing if the claim is denied, and the letter will set forth the reasons for rejection. Denied claimants may contest the denial by sending the Administrator notice and a statement of grounds for contesting within the period specified. The Administrator will submit all such requests for review to this Court.

Approved claimants will be entitled to a cash payment from the Settlement Fund. The Settlement Fund will be divided into two parts for making distributions. Approved claimants providing proof of actual damages will be paid from a sub-fund known as the "Actual Damages Fund." Interest payments on actual damages will not be awarded.

Claims for actual damages will have priority over claims for statutory damages, provided, however, that a

minimum of \$20,000 shall be reserved in the "Statutory Damages Fund." After payment of actual damages are made to those individuals who provide proof of their damages, approved attorneys fees will be paid to Community Legal Services in the manner directed by the court. Pepper Hamilton, as co-counsel for the class and Claims Administrator, may submit an application for costs; if approved this application would be paid out along with the attorneys fees. All approved claimants, whether proof of actual harm was demonstrated or not, will then be paid a pro rata share of the amount remaining in the fund for statutory damages based on the defendants' alleged wrongful conduct.

Members of the class release the defendants and their estates, heirs, personal representatives, successors, executors, administrators, trustees, assigns, insurers, predecessors, partners and employees from all claims under the Racketeer Influenced and Corrupt Organizations Act, the Fair Debt Collection Practices Act, the Civil Rights Act, the Pennsylvania Unfair Trade Practices and Consumer Protection Law, the Pennsylvania Debt Collection Trade Practices Regulations, common law fraud, and any other legal theory based on the circumstances alleged in the Amended Complaint. This release is contingent on defendants' performance of the obligations set forth in the Settlement

Agreement.

## **Discussion**

### I. Certification of the Class:

Plaintiffs request that the class defined in the Implementing Order be certified for settlement. Certification of a class for settlement purposes is proper only if the class meets all of the certification requirements of Federal Rule of Civil Procedure 23. See Amchem Products, Inc. v. Windsor, 521 U.S. 591, 619-20 (1997). The terms of the settlement may be considered in determining whether the requirements of Rule 23 have been met. See id. The "district court need not inquire whether the case, if tried, would present intractable management problems" because settlement avoids the need for a trial. Id. The court should focus on whether the class will adequately protect absentee class members by insuring the class has sufficient unity. See, e.g., In re Diet Drugs Products Liability Litigation, No. 99-20593, 2000 U.S. LEXIS 12275, at \*122-23 (E.D. Pa. August 28, 2000).

Federal Rule of Civil Procedure 23(a) sets out four preliminary requirements for the certification of any class: 1) numerosity; 2) commonality; 3) typicality; and 4) adequacy of representation. In addition, when the class action is maintained under 23(b)(3), the settlement class

must meet the requirements of (1) predominance (common questions of fact and law predominate over individual questions); and (2) superiority (the class action is a superior method for adjudicating the claims). Because this is a class action seeking damages and those damages are not sought from a limited-fund, the additional requirements of 23(b)(3) apply.

Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." Impracticability is not impossibility; there must merely be difficulty or inconvenience involved in joining all the members of the class. See Harris v. Palm Springs Alpine Estates, Inc., 329 F.2d 909, 913-14 (9th Cir. 1964). At the time of the fairness hearing, more than two hundred persons had submitted claims. Joining these parties would be impracticable; the requirement of numerosity is satisfied.

Rule 23(a)(2) requires that "there are question of law or fact common to the class." Rule 23(b)(3) relatedly requires that those common issues of law or fact predominate over individual issues. The predominance requirement of 23(b)(3) subsumes the commonality requirement of Rule 23(a)(2), Amchem Products, 521 U.S. at 609, therefore, they must addressed together.

A common question is one that arises out of a "common



nucleus of operative facts." In re Asbestos Sch. Litig., 104 F.R.D. 422, 429 (E.D. Pa. 1984). Commonality is satisfied where defendants acted in virtually an identical manner with regard to each of the plaintiffs. See e.g., Hanrahan v. Britt, 174 F.R.D. 356, 363 (E.D. Pa. 1997). Where the defendants' engaged in the same course of conduct with regard to each plaintiff and the sole question is whether the defendants' conduct was improper, the common question of impropriety predominates over individual questions, as required by Rule 23(b)(3). 7B Charles Wright, et. al. Federal Practice and Procedure § 1782, at 55-56 (1986). Here, the defendants engaged in virtually identical conduct with regard to the plaintiffs in each of the three subclasses. The predominant question is the same, was the defendants course of conduct improper? The commonality and predominance requirements are satisfied.

Rule 23(a)(3) requires the named plaintiffs' claims to be typical of the claims of the class. The typicality requirement requires the court "to assess whether the class representatives themselves present those common issues of law and fact that justify class treatment, thereby tending to assure that the absent class members will be adequately represented." Eisenberg v. Gagnon, 766 F.2d 770, 786 (3d Cir. 1985). The representative plaintiffs each accuse the

defendant of behavior consistent with one or more of the three subclass definitions. The representative plaintiffs have the same interest in recovering as much as possible for their injuries as the absent plaintiffs they represent. Nothing in the Settlement Agreement grants the representatives priority in recovery, nor are they entitled to additional recovery as a result of their status as representatives. The typicality requirement of Rule 23(a)(3) is satisfied.

Finally, Rule 23(a)(4) requires that "the representative parties will fairly and adequately protect the interests of the class." The attorneys representing the class must be well-qualified to conduct the litigation and experienced, and the representative plaintiffs must not have "interests antagonistic to those of the class." Hoxworth v. Blinder, Robinson & Co., 980 F.2d 912, 923 (3d Cir. 1992).

The class is well-represented by Community Legal Services ("CLS") and Pepper Hamilton, LLP. Both CLS and Pepper Hamilton, a large commercial law firm, are well-respected, with experience in class action litigation. The interests of the representative plaintiffs in this action do not conflict with the absent members of the class. The alleged harms of the defendants all took place in the past and are manifest; all plaintiffs have equal ability to timely apply and receive the share of the fund appropriate to their claim. The adequacy of representation requirement

is satisfied.

Rule 23(b)(3) requires that the "class action is superior to all other methods for fair and efficient adjudication of this controversy." In a certification for settlement, the potential management problems attendant with trying the class action need not be considered. See Amchem Products, 521 U.S. at 619. Leaving aside any potential problems of trial, the superiority requirement is clearly met in this case. Class actions were intended to provide a means of litigating valid, small claims difficult to litigate because the expense of litigation exceeded the potential recovery.

The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights. A class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone's (usually an attorney's) labor.

Mace v. Van Ru Credit Corp., 103 F.3d 338, 344 (7th Cir. 1997).

This is just such a case. Each plaintiff allegedly suffered harms, but the possibility of recovery would not be enough to make litigation worthwhile. The class action is clearly the superior method for addressing these claims.

Having met all requirements for the certification of a class action under Rule 23(a) and 23(b)(3), the plaintiffs request for class certification will be granted.

II. Personal Jurisdiction and Notice - Rule 23(c)(2) and 23(e) :

The court may assert personal jurisdiction over absentee class members given proper notice of the action, their right to be excluded from it, and their right and opportunity to be heard. In re Prudential Ins. Co. of AM. Sales Practice Litig., 148 F.3d 283, 306 (3d Cir. 1998). Whenever settlement approval is sought in a class action maintained under Rule 23(b)(3), notice conforming with the requirements set out in Rules 23(c)(2) and 23(e) must be sent. Rule 23(c)(2) requires the notice to be "the best practicable notice under the circumstances, including individual notice to all members who can be identified through reasonable effort." It must also explain the members opportunity to opt-out and the binding effect of the judgment on all class members who do not opt-out. Fed. R. Civ. P. 23(c)(2). Rule 23(e) requires that the notice of a proposed settlement inform the class of the (1) nature of the litigation; (2) settlement's terms; (3) availability of further information in the court files; and (4) right of any class member to appear and be heard at the fairness hearing on the final approval of the settlement. See In re Diet Drugs Products Liability Litigation, 2000 U.S. LEXIS, at \* 103.

The notice provided to class members satisfied the requirements of both Rule 23(c)(2) and 23(e). Individual notice was sent to all potential members of the class identifiable after comprehensive investigation of files obtained through discovery and court records of confessed judgments. Based upon that

investigation, counsel mailed approximately 3,700 individual notices to potential class members. Additionally, summary notice was published in three local newspapers: the Philadelphia Daily News; the Philadelphia Inquirer; and the Legal Intelligencer.<sup>1</sup> A list of those individuals served with notice of the class action settlement, including those who, after receiving summary notice and contacting class counsel, were sent a Claim Form, was filed of record on November 3, 2000 (docket # 101).

The individual and summary notice contained the information required by Rule 23: the place and time of the fairness hearing; the opportunity to be heard; the right to opt-out; a summary of the litigation; the terms of settlement; instructions on how to file a claim; and the public right to inspect the court filings to obtain more information about the litigation.

To the date of the fairness hearing, the class counsel had received more than two hundred responses. One person exercised the right to opt-out, Cathleen Dooley.<sup>2</sup> Because she opted-out, Ms. Dooley is not a member of the class and is not bound by the

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<sup>1</sup> In the Implementing Order, this court ordered that summary notice be published in the Philadelphia Daily News, the Legal Intelligencer and the Main Line Times. Class counsel has acknowledged they erroneously published summary notice in the Philadelphia Inquirer instead of the Main Line Times, and has agreed to bear the greater cost incurred as a result. As the circulation of the Philadelphia Inquirer is far greater than that of the Main Line Times, the court will accept the summary notice accomplished as adequate.

<sup>2</sup> Ms. Dooley's name appears on page ten of the list of persons who received notice of the class action settlement filed with the court.

terms of the Settlement Agreement.

The notice provided complied with all the requirements of Rule 23 for a class action maintained under Rule 23(b)(3) and was the best practicable under the circumstances. Because reasonable notice, the opportunity to withdraw from the class, and the opportunity to be heard satisfy due process in establishing jurisdiction over absent class members, "silence on the part of those receiving notice is construed as tacit consent to the court's jurisdiction." Id. The court has personal jurisdiction over the class members.

### III. Final Approval of the Class Action Settlement:

"Generally, the approval of a class action settlement is committed to the sound discretion of the district court. It can endorse a settlement only if the compromise is 'fair, adequate, and reasonable.'" Eichenholtz v. Brennan, 52 F.3d 478, 482 (3d Cir. 1995)(quoting Walsh v. Great Atl. & Pac. Tea Co., Inc., 726 F.2d 956, 965 (3d Cir. 1983)). The following factors have been considered in determining whether the class action settlement is fair, adequate and reasonable: (1) the complexity, expense and duration of the potential litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and discovery undertaken; (4) the risks of establishing the plaintiffs' case; (5) the risks of maintaining the class action throughout the litigation; (6) the ability of the defendants to pay any greater judgment; and (7) the reasonableness of the

settlement fund in light of all possible trial outcomes. See Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975).

A trial in this case is not a practicable resolution, even if we assume that plaintiffs can offer sufficient proof of both liability and damages because of the expense of litigation and the defendants circumstances. A trial results in greater expense for both plaintiffs and defendants. The fees class counsel could have requested to date are greater than the amount of the Settlement Fund. Steven Zats, the defendant plaintiffs believe is primarily responsible for their harms and who must pay the outstanding balance of the Settlement Fund, has other debts, no assets, and been sentenced to 33 months in custody. The settlement contemplates his payment of funds only after he is released from detention. Even if a trial resulted in a much more substantial judgment, it would be difficult if not impossible to collect. Moreover, there is a risk, attendant to any trial, that plaintiffs either would not recover or would recover a smaller amount. The settlement provides plaintiffs with some compensation, even though it will be substantially delayed. In light of the nature and size of the claims, weighed against the size and nature of the potential trial, the recovery embodied in the Settlement Agreement is the best that can be expected.

Thomas Zemaitis, an attorney for the class, represented to the court that he had spoken with at least forty class members

all of whom expressed positive feelings about this settlement. He informed the plaintiffs that it would likely be years before they received any money from the settlement, and all plaintiffs to whom he spoke said that they understood. Not a single plaintiff showed up to contest the fairness or adequacy of the settlement, and only one potential class member opted-out of the class.

The structure of the settlement is fair to each of the three subclasses. Priority in the disbursement of funds is provided for claimants who have proved actual damages, and then to those entitled to statutory damages for defendants' unlawful conduct. Proof of actual harm is a meaningful and rational way to prioritize the disbursements.

For these reasons, the court finds that the settlement agreement is fair, adequate and reasonable, and satisfies the requirements of Rule 23(e).

#### IV. Attorney Fees

Community Legal Services, co-counsel for the class in this action, requests an award of \$20,000 for fees. They do not seek an additional award for costs. Co-counsel for the class, Pepper Hamilton, LLP, has stated that it does not intend to petition for fees, but will submit a petition for costs. Pepper Hamilton has agreed to subordinate its claims for costs and will request that its petition be processed at some date in the future.

Attorneys who represent a class and who create a settlement



fund are entitled to be compensated for their services from that fund. See Lindy Bros. Builders, Inc. v. American Radiator & Standard Sanitary Corp., 487 F.2d 161, 165 (3d Cir. 1973).

Plaintiffs have created a settlement fund; defendants have agreed to pay \$102,500.00 to resolve this action. An award of attorneys fees is justified.

Two approaches for determining a reasonable award of attorneys' fees have been approved in this circuit: the lodestar method and the percentage recovery method. See In re General Motors Corp. Pick-up Truck Fuel Tank Products Liability Litig., 55 F.3d 768, 820-21 (3d Cir. 1995). CLS maintains the fee requested is reasonable under either approach.

Under the lodestar approach, the court must undertake to establish the reasonable hourly rate for the work of the attorneys in the litigation and multiply that amount by the hours the attorneys reasonably expended on the litigation. Ordinarily a court determines the appropriate hourly rate for an attorney by referencing what that attorney charges their fee-paying clients. This is impossible in the case of CLS because CLS is a public interest organization, providing its services at no cost. When setting the hourly rates for attorneys at a public interest institution, courts should use the rates of members of the private bar with similar experience. See, e.g., Rodriguez v. Taylor, 569 F.2d 1231, 1248 (3d Cir. 1977).

CLS has created an hourly rate table for its attorneys based upon surveys of the rates charged by private attorneys of various levels of experience in various types of litigation. The survey reports underlying the hourly rate table for CLS attorneys have been held reliable. See, e.g., Jones v. Phila. Housing Authority, No. 99-0067, 1999 LEXIS 16380 (E.D. Pa. October 19, 1999). CLS claims the appropriate hourly rates for the two attorneys that primarily worked on this case are \$240.00 for Susan L. DeJarnatt, and \$260.00 for Theodore Clattenburg, Jr. This court finds those rates to be reasonable in light of the experience of the attorneys.

DeJarnatt and Clattenburg each submitted schedules of time expended on this action. DeJarnatt's time total is 125.8 hours. Clattenburg's time total, including the two updates submitted after the motion for fees, is 334.4 hours. The court has reviewed the time schedules for both attorneys and finds that the amount of time spent on the action is reasonable.

The total bill for DeJarnatt's time, given an hourly rate of \$240.00 would be \$30,192.00. The bill for Clattenburg's time, at an hourly rate of \$260.00, would total \$86,944. The aggregate lodestar for CLS' work on this matter is \$117,136. The \$20,000 requested by CLS is very reasonable in light of the amount reached by the lodestar method.

The \$20,000 amount is also reasonable when viewed as a

percentage of recovery award. The amount requested is 19.5 % of the settlement amount. The award is a reasonable percentage of the recovery. See General Motors, 55 F.3d at 821; see also In re SmithKline Beckman Corp. Securities Litig., 751 F.Supp. 525, 534 (E.D. Pa. 1990). CLS will be granted the \$20,000 in fees it requests.

### **Conclusion**

Because the class as defined satisfies all of the requirements for certification under both Rule 23(a) and Rule 23(b)(3), the class, defined as three sub-classes, will be certified for settlement purposes. The notice to class members complied with the requirements of Rule 23(c)(2) and Rule 23(e); the court has jurisdiction over class members. The settlement agreement is fair, adequate and reasonable, as required by Rule 23(e). CLS, co-counsel for the class, will be awarded fees in the reasonable amount of \$20,000.

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LINDA RALSTON, et.al.	: CIVIL ACTION
	:
v.	:
	:
STEVEN ZATS, et. al.	: No. 94-3723

FINAL JUDGMENT AND ORDER OF DISMISSAL

NOW, this 7th day of November, 2000, in consideration of plaintiffs Motion for Final Approval of Class Action Settlement and plaintiffs Motion for Attorneys' Fees, and after a hearing held on October 24, 2000, at which all parties and objectors had an opportunity to be heard, it is **ORDERED** that:

1. A class is certified consisting of the following subclasses:

a. The Confessed Judgment Class: Any individual who was induced by defendants to sign form payment agreements relating to debts allegedly owed to third parties arising from transactions primarily for personal, family or household purposes and who had confessed judgments entered against them in Pennsylvania courts on the basis of certifications made by defendants to those courts.

b. The S&L Class: Any individual who received a telephone call from Steven B. Zats, Jodi A. Zats or S&L Marketing Research Company, or their agents and employees, during which the class member was informed that S&L was conducting a survey of banking practices; and

c. The Additional Charges Class: Any individual to whose debt arising from a transaction primarily for personal, family, or household purposes and allegedly owed to a third party, the defendants added and sought to collect any charges not authorized by the individual or otherwise permitted by law.

2. Notice to the class was fair, adequate and the best notice practicable, in all ways complying with the requirements of Rule 23(c)(2) and Rule 23(e).

3. One potential class member, Cathleen Dooley, timely opted-out of participation in this action and is not a member of the class. She is not bound by the terms of this Order.

4. Because reasonable notice, the opportunity to opt-out and the opportunity to be heard fulfil the requirements of due process for obtaining jurisdiction over the class, this court has jurisdiction over all class members. All class members are bound fully by the terms and provisions of this Final Order and Order of Dismissal and of the Settlement Agreement.

5. Plaintiffs' Motion for Final Approval of the Class Action Settlement (# 99) is **GRANTED**.

a. Good faith, arm's length negotiations between counsel for the class and counsel for the defendants resulted in a Settlement Agreement dated July 5, 2000.

b. The court held a hearing on October 24, 2000 to consider the fairness and adequacy of the settlement. All class members were notified of the opportunity to attend and object, but no class member did so.

c. Upon review of the agreement, the court finds that it is fair, reasonable, adequate and in the best interests of the class as required under Federal Rule of Civil Procedure 23(e).

6. Plaintiffs' Motion for Award of Attorneys' Fees in the amount of \$20,000 (# 92) is **GRANTED**.

7. All plaintiffs' claims, as set out in the Amended Complaint, are **DISMISSED WITH PREJUDICE**.

8. All class members release the defendants from any claims arising from the facts and circumstances alleged in the Amended Complaint, conditioned upon the performance by the defendants of their obligations toward the class set forth in the Settlement Agreement. Claimants on the Settlement Fund shall execute the release contained in the Claim Form in accordance with the terms of the Settlement Agreement as a condition precedent to receipt of any part of the Settlement Fund.

9. Pepper Hamilton LLP shall continue to act as the Interim Claim Administrator until such time as the parties seek approval of another Claims Administrator.

10. This court retains jurisdiction over the subject matter of the Settlement Agreement.

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